

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

JUAN POLLO, INC., a California
corporation,

Plaintiff,

v.

HYUN KIM d/b/a POLLO'S, an
individual; G.G.R. FOODS, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 8:23-cv-00883-JVS-DFMx

**CONSENT DECREE AND
PERMANENT INJUNCTION [17]**

The Court, having read and considered the Joint Stipulation for Entry of Consent Decree and Permanent Injunction that has been executed by Plaintiff Juan Pollo, Inc. ("Plaintiff") and Defendant Hyun Kim d/b/a Pollo's ("Defendant") in this action, and good cause appearing therefore, hereby:

ORDERS that based on the parties' Stipulation and only as to Defendant, its successors, heirs, and assignees, this Consent Decree and Permanent Injunction shall be and is hereby entered in the within action as follows:

1. This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant.

1 2. Plaintiff has expended considerable resources in the creation and
2 commercial exploitation of Plaintiff's menu and photographs of those menu items
3 ("Properties") and in the enforcement of the intellectual property rights in Plaintiff's
4 Properties.

5 3. Plaintiff have alleged that Defendant has made unauthorized uses of
6 Plaintiff's Properties or substantially similar likenesses or colorable imitations thereof.

7 4. Defendant and its agents, servants, employees, representatives, successor
8 and assigns, and all persons, firms, corporations or other entities in active concert or
9 participation with them who receive actual notice of the injunction are hereby restrained
10 and permanently enjoined from infringing – directly, contributorily or vicariously – or
11 enabling, facilitating, permitting, assisting, soliciting, encouraging, inducing,
12 authorizing, aiding or abetting, materially contributing to, or persuading anyone to
13 infringe in any manner Plaintiff's Properties, including, but not limited to, using
14 Plaintiff's Properties for its own marketing, advertising, or depictions of menu items,
15 and specifically:

16 a) Marketing, advertising, or depicting menu items on Defendant's
17 websites, in marketing material, at restaurant location(s) or any other
18 unauthorized uses which picture, reproduce, copy or use the likenesses of
19 or bear a substantial similarity to any of Plaintiff's Properties;

20 b) Engaging in any conduct that tends falsely to represent that, or is
21 likely to confuse, mislead, or deceive Defendant's customers and/or
22 members of the public to believe, the actions of Defendant, the products
23 sold by Defendant, or Defendant itself is connected with Plaintiff, is
24 sponsored, approved or licensed by Plaintiff, or is affiliated with Plaintiff;
25 or

26 c) Affixing, applying, annexing, or using in connection with the
27 distribution, advertising, selling, offering for sale, or other use of any goods
28 or services, a false description or representation, including words or other

1 symbols, tending to falsely describe or represent such goods as being those
2 of Plaintiff.

3 5. Plaintiff shall be entitled to recover from Defendant the sum of Ten
4 Thousand U.S. Dollars (\$10,000) pursuant to the terms of the parties' Release and
5 Settlement Agreement dated and effective August 7, 2023.

6 6. Each side shall bear its own fees and costs of suit.


7 7. Except as provided herein, all claims alleged in the Complaint are
8 dismissed without prejudice.

9 8. This Consent Decree and Permanent Injunction shall be deemed to have
10 been served upon Defendant at the time of its execution by the Court.

11 9. The Court finds there is no just reason for delay in entering this Consent
12 Decree and Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of
13 Civil Procedure, the Court directs immediate entry of this Consent Decree and
14 Permanent Injunction against Defendant.

15 10. The Court shall retain jurisdiction over Defendant and of this action to
16 entertain such further proceedings and to enter such further orders as may be necessary
17 or appropriate to implement and enforce the provisions of this Consent Decree and
18 Permanent Injunction or of the parties' Release and Settlement Agreement dated and
19 effective August 7, 2023.

20
21 DATED: August 16, 2023

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23 
24 Hon. James V. Selna
United States District Judge